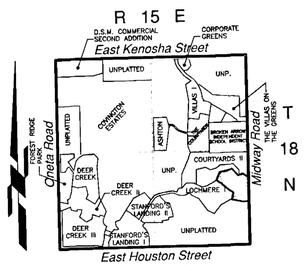
APPROVED 3-19-01 by the City Council of the City of Broken Arrow, Oklahoma.
James C. Reynolds
Mayor
Brenda Ray
Attest: City Clerk 8-27-01

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the ____ tax rolls the taxes on the above description are paid.
Mary Sue Tedder, County Treasurer

Planned Unit Development No. 66 and 66B

# Lochmere II at Forest Ridge

An Addition to the City of Broken Arrow
Being a Subdivision of a part of the SE/4 of Section 10, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma

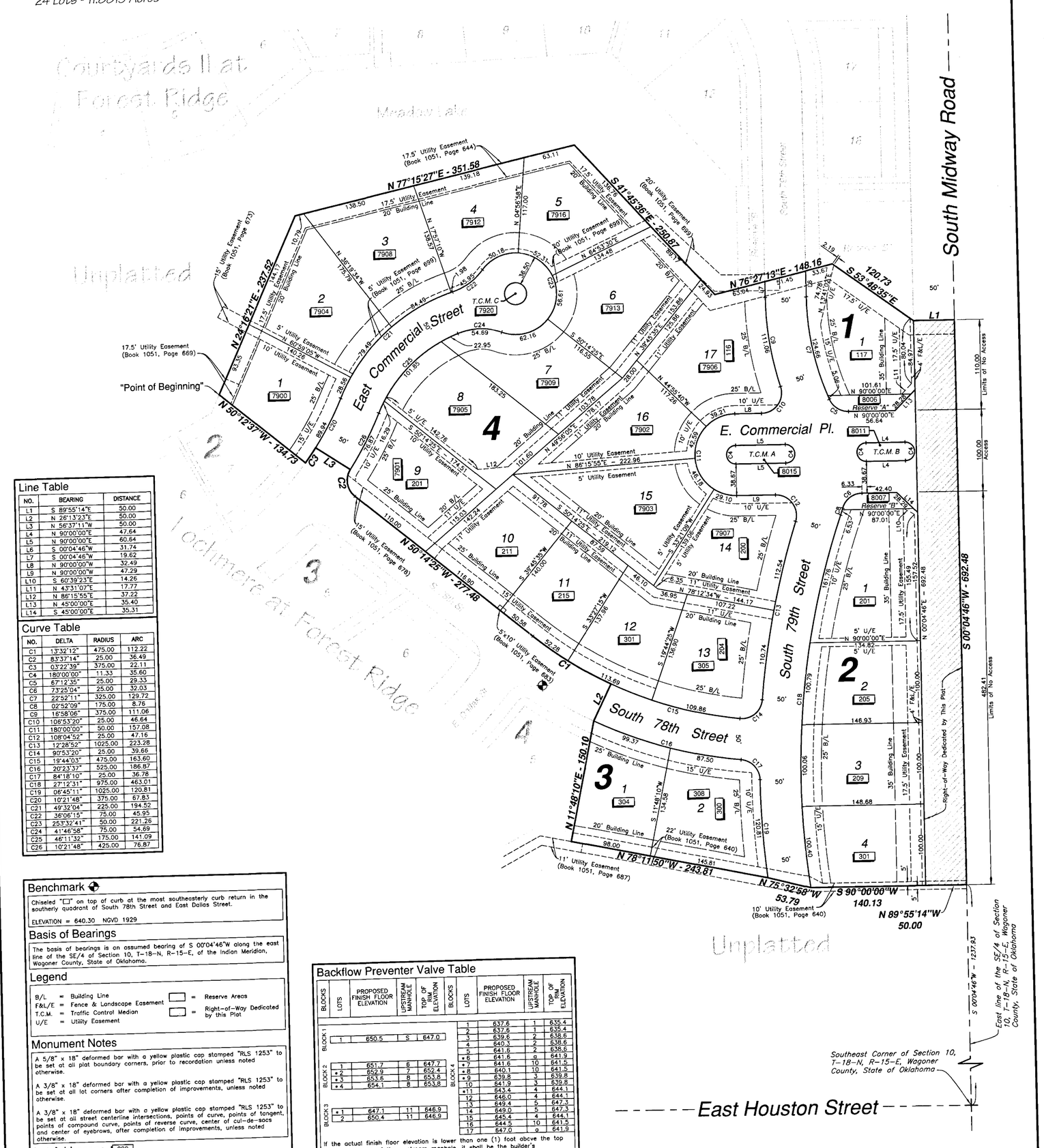



Section 10
WAGONER COUNTY
LOCATION MAP
24 Lots - 11.8815 Acres

OWNER/DEVELOPER
THE ROBSON COMPANIES, INC.
an Oklahoma corporation
901 North Forest Ridge Boulevard
Broken Arrow, Oklahoma 74014
Phone: (918) 357-2787

ENGINEER/SURVEYOR
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
8209 East 63rd Place South
Tulsa, Oklahoma 74133
Phone: (918) 252-9621
Certificate of Authorization No. 531
Renewal Date: June 30, 2003

NORTH
60 30 0 60 120 180
SCALE IN FEET




| Line Table | | |
|---|---|---|
| NO. | BEARING | DISTANCE |
| L1 | S 89°55'14"E | 50.00 |
| L2 | N 26°13'23"E | 50.00 |
| L3 | N 56°37'11"W | 50.00 |
| L4 | N 90°00'00"E | 47.64 |
| L5 | N 90°00'00"E | 60.64 |
| L6 | S 00°04'46"W | 31.74 |
| L7 | S 00°04'46"W | 19.62 |
| L8 | N 90°00'00"W | 32.49 |
| L9 | N 90°00'00"W | 47.29 |
| L10 | S 60°39'23"E | 14.26 |
| L11 | N 43°31'07"E | 17.77 |
| L12 | N 86°15'55"E | 37.22 |
| L13 | N 45°00'00"E | 35.40 |
| L14 | S 45°00'00"E | 35.31 |

| Curve Table | | | |
|---|---|---|---|
| NO. | DELTA | RADIUS | ARC |
| C1 | 13°32'12" | 475.00 | 112.22 |
| C2 | 83°37'14" | 25.00 | 36.49 |
| C3 | 03°22'39" | 375.00 | 22.11 |
| C4 | 180°00'00" | 11.33 | 35.60 |
| C5 | 67°12'35" | 25.00 | 29.33 |
| C6 | 73°25'04" | 25.00 | 32.03 |
| C7 | 22°52'11" | 325.00 | 129.72 |
| C8 | 02°52'09" | 175.00 | 8.76 |
| C9 | 18°58'06" | 375.00 | 111.06 |
| C10 | 106°53'20" | 25.00 | 46.64 |
| C11 | 180°00'00" | 50.00 | 157.08 |
| C12 | 108°04'52" | 25.00 | 47.16 |
| C13 | 12°28'52" | 1025.00 | 223.28 |
| C14 | 90°53'20" | 25.00 | 39.66 |
| C15 | 19°44'03" | 475.00 | 163.60 |
| C16 | 20°23'37" | 525.00 | 186.87 |
| C17 | 84°18'10" | 25.00 | 36.78 |
| C18 | 27°12'31" | 975.00 | 463.01 |
| C19 | 06°45'11" | 1025.00 | 120.81 |
| C20 | 10°21'48" | 375.00 | 67.83 |
| C21 | 49°32'04" | 225.00 | 194.52 |
| C22 | 36°06'15" | 75.00 | 45.95 |
| C23 | 253°32'41" | 50.00 | 221.26 |
| C24 | 41°46'58" | 75.00 | 54.69 |
| C25 | 46°11'32" | 175.00 | 141.09 |
| C26 | 10°21'48" | 425.00 | 76.87 |

## Benchmark

Chiseled "□" on top of curb at the most southeasterly curb return in the southerly quadrant of South 78th Street and East Dallas Street.

ELEVATION = 640.30 NGVD 1929

## Basis of Bearings

The basis of bearings is an assumed bearing of S 00°04'46"W along the east line of the SE/4 of Section 10, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma.

## Legend

B/L = Building Line
F&L/E = Fence & Landscape Easement
T.C.M. = Traffic Control Median
U/E = Utility Easement
= Reserve Areas
= Right-of-Way Dedicated by this Plat

## Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

## Lot Addresses 000

Addresses shown on this Plat provided by the City of Broken Arrow Planning Department are accurate at the time the plat was filed, and the addresses are subject to change and should not be relied on in place of the legal description.

## Backflow Preventer Valve Table

| BLOCKS | LOTS | PROPOSED FINISH FLOOR ELEVATION | UPSTREAM MANHOLE | TOP OF RIM ELEVATION |
|---|---|---|---|---|
| BLOCK 1 | 1 | 650.5 | S | 647.0 |
| BLOCK 2 | 1 | 651.7 | 6 | 647.7 |
| | *2 | 652.9 | 7 | 652.4 |
| | *3 | 653.6 | 8 | 653.8 |
| | *4 | 654.1 | 8 | 653.8 |
| BLOCK 3 | *1 | 647.1 | 11 | 646.9 |
| | 2 | 650.4 | 11 | 646.9 |
| BLOCK 4 | 1 | 637.6 | 1 | 635.4 |
| | 2 | 637.6 | 1 | 635.4 |
| | 3 | 639.6 | 2 | 638.6 |
| | 4 | 640.3 | 2 | 638.6 |
| | 5 | 641.6 | 2 | 638.6 |
| | *6 | 641.6 | 9 | 641.9 |
| | *7 | 641.6 | 10 | 641.5 |
| | *8 | 640.1 | 10 | 641.5 |
| | *9 | 639.8 | 3 | 639.8 |
| | 10 | 641.9 | 3 | 639.8 |
| | *11 | 643.4 | 4 | 644.1 |
| | 12 | 646.0 | 4 | 644.1 |
| | 13 | 649.4 | 5 | 647.3 |
| | 14 | 649.0 | 5 | 647.3 |
| | 15 | 645.4 | 4 | 644.1 |
| | 16 | 644.5 | 10 | 641.5 |
| | 17 | 647.0 | 9 | 641.9 |

If the actual finish floor elevation is lower than one (1) foot above the top of rim elevation of the upstream manhole, it shall be the builder's responsibility to install a Backflow Preventer Valve near the building according to Broken Arrow Ordinance No. 2173, Section 24-100, Adopted October 5, 1998.
* These lots require backflow preventer valve.

Lochmere II at Forest Ridge
Sheet 1 of 2
/Lochmere/Final/Final 99121.dwg 08/22/01



CERTIFICATE OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
LOCHMERE II AT FOREST RIDGE

P.U.D. #66 & 66B

KNOW ALL MEN BY THESE PRESENTS:

THAT THE ROBSON COMPANIES, INC., an Oklahoma corporation, hereinafter referred to as the "Owner/Developer", is the surface owner of the following described real property, situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to wit:

The surface only of a part of the SE/4 of Section 10, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the most northerly corner of Lot 7, Block 2, "Lochmere at Forest Ridge", an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as filed in the records of the Wagoner County Clerk in Plat Cabinet #4, Page 343;

Thence N 24°6'21" E a distance of 237.52 feet;

Thence N 77°15'27" E a distance of 351.58 feet;

Thence S 41°45'36" E a distance of 250.87 feet;

Thence N 76°27'13" E a distance of 29.66 feet to the southwest corner of Reserve "B", Block 3, "The Courtyards II at Forest Ridge", an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as filed in the records of the Wagoner County Clerk in Plat Cabinet #4, Page 306;

Thence N 76°27'13" E along the southerly line of "The Courtyards II at Forest Ridge" a distance of 118.50 feet;

Thence S 53°48'35" E along the southerly line of "The Courtyards II at Forest Ridge" a distance of 120.73 feet to the southeast corner of Reserve "B", Block 2, "The Courtyards II at Forest Ridge";

Thence S 89°55'14" E and perpendicular to the east line of the SE/4 of Section 10 a distance of 50.00 feet to the east line of the SE/4 of Section 10 ;

Thence S 00°04'46" W along the east line of the SE/4 of Section 10 a distance of 692.48 feet;

Thence N 89°55'14" W and perpendicular to the east line of the SE/4 of Section 10 a distance of 50.00 feet;

Thence S 90°00'00" W a distance of 140.13 feet;

Thence N 75°32'58" W a distance of 53.79 feet;

Thence N 78°11'50"W to the southeast corner of Lot 5, Block 4 of "Lochmere at Forest Ridge" a distance of 243.81 feet;

Thence N 11°48'10" E along the easterly line of "Lochmere at Forest Ridge" a distance of 150.10 feet;

Thence N 26°13'23" E along the easterly line of "Lochmere at Forest Ridge" a distance of 50.00 feet to a point of non-tangent curve to the right;

Thence along said non-tangent curve to the right and along the easterly line of "Lochmere at Forest Ridge" having an initial tangent bearing of N 63°46'37" W, a central angle of 13°32'12", a radius of 475.00 feet, and an arc length of 112.22 feet;

Thence N 50°14'25" W along the easterly line of "Lochmere at Forest Ridge" a distance of 277.48 feet to a point of tangent curve to the right;

Thence along said tangent curve to the right and along the easterly line of "Lochmere at Forest Ridge" having a central angle of 83°37'14", a radius of 25.00 feet, and an arc length of 36.49 feet;

Thence N 56°37'11" W along the easterly line of "Lochmere at Forest Ridge" a distance of 50.00 feet to a point of non-tangent curve to the right;

Thence along said non-tangent curve to the right and along the easterly line of "Lochmere at Forest Ridge" having an initial tangent bearing of S 33°22'49" W, a central angle of 03°22'40", a radius of 375.00 feet, and an arc length of 22.11 feet;

Thence N 50°12'37" W along the easterly line of "Lochmere at Forest Ridge" a distance of 134.73 feet to the "Point of Beginning"

Said tract contains 517,558 square feet or 11.8815 acres.

The non-astronomic bearings of said tract are based on an assumed bearing of S 00°04'46" W along the east line of the SE/4 of Section 10, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma.

AND HEREBY CERTIFIES that it has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and reserves, and has designated the same as "LOCHMERE II AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for the public use the streets as depicted on the accompanying plat, and does further dedicate for the public use the utility easements as depicted on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, and/or removing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon the utility easements and rights-of-way for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.

B. Traffic Control Medians

The Owner/Developer does hereby dedicate for public use Traffic Control Median A and Traffic Control Median B and Traffic Control Median C for the purposes of construction and maintenance of traffic control medians, provided however, the Owner/Developer herein reserves a perpetual easement, to be subsequently conveyed to the Forest Ridge Homeowners Association Inc., formed or to be formed as set forth within Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge hereof, for the purposes of installation and maintenance of a monument sign within Traffic Control Median A identifying the subdivision and for the purposes of installation and maintenance of landscaping within Traffic Control Median A and Traffic Control Median B and Traffic Control Median C. The holder of the reserved easement, the Owner/Developer or the homeowners' association, as the case may be, herein covenants that the holder shall maintain any landscaping or signage located within Traffic Control Median A and Traffic Control Median B and Traffic Control Median C and the City of Broken Arrow shall have no liability for any damage to signage or landscaping, including irrigation systems, occasioned by maintenance or reconstruction of the traffic control medians or maintenance or reconstruction of the adjoining public streets.

C. Underground Service

Overhead lines for the supply of electric, telephone and cable television service may be located along the east property boundary of LOCHMERE II AT FOREST RIDGE. Street light poles or standards may be served by underground cable, and elsewhere throughout the subdivision all supply lines shall be located underground, in the easement-ways reserved for general utility services and public streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may be surface mounted and may also be located in easement-ways.

Underground service cables to all structures which may be located on all lots in the subdivision may be run from the nearest surface mounted service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot; provided that upon the installation of such a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a 5-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said structure.

The supplier of electric, natural gas, telephone and cable television service, through its proper agents and employees, shall at all times have the right of access to all such easement-ways as depicted on the accompanying plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, natural gas, telephone, or cable television facilities so installed by it.

The owner of each lot shall be responsible for the protection of the underground service facilities located on his property, and shall prevent the alteration of grade or any construction activity which may interfere with electric, telephone, natural gas, or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

The foregoing covenants concerning underground electric, natural gas, telephone, or cable television facilities shall be enforceable by the supplier of service, and the owner of each lot agrees to be bound thereby.

D. Water and Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

3. The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents, or contractors.

4. The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all easement-ways shown on the plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water or sewer facilities.

5. The foregoing covenants set forth in this Paragraph D shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound thereby.

E. Surface Drainage

1. Each lot, per the finish grading plan, shall receive and drain in an unobstructive manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Subsection E shall be enforceable by any affected lot owner or by the City of Broken Arrow.

F. Paving and Landscaping within Easements

1. The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of underground water, sewer, storm sewer, electric, natural gas, communication and telephone facilities as depicted upon the accompanying plat; provided however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

G. Golf Course Easement and Ownership of Meadow Lake

The property contiguous to Lochmere II and depicted as Meadow Lake is owned by Forest Ridge Development Limited Partnership, the owners and operators of The Forest Ridge Golf Club. The water contained within Meadow Lake is for the sole use of the golf course for irrigation purposes. From time to time, as weather requires, water from Meadow Lake is pumped into the golf course irrigation system. As a result of this, the water level of Meadow Lake is not guaranteed and may, from time to time, become quite low. All maintenance of pumping equipment associated with the irrigation is to be performed by and paid for by the Forest Ridge Golf Club.

SECTION II. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOREST RIDGE

The property hereby platted as "LOCHMERE II AT FOREST RIDGE" is subject to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783 Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, covering among other lands, "LOCHMERE II AT FOREST RIDGE".

In the event of a conflict between the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County clerk of Wagoner County, Oklahoma, and the conditions, restrictions and covenants imposed hereby, the Declaration of Covenants, Conditions, Restrictions of Forest Ridge shall control.

This Certificate of Dedication and Restrictive Covenants for "LOCHMERE II AT FOREST RIDGE" is intended to supplement but not supersede or amend the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma.

LOCHMERE II AT FOREST RIDGE is platted pursuant to the City of Broken Arrow's P.U.D. 66 dated August 1, 1988 as amended from time to time.

SECTION III. RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of LOCHMERE II AT FOREST RIDGE and the continued compatibility of use and improvements within LOCHMERE II AT FOREST RIDGE.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns:

A. Use of Land

1. All lots within LOCHMERE II AT FOREST RIDGE, excepting Reserves "A" , and "B" shall be known and described as residential lots, and shall be used only for single-family residences.

2. Reserves "A", and "B" shall be used for open space, landscaping, walls, fencing, drainage, recreation, storm sewer drainage, utilities, signage and are reserved for subsequent conveyance to the Forest Ridge Homeowners Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge. The maintenance of Reserves "A", and "B" shall be performed by the Homeowners Association.

B. Traffic Control Median A and Traffic Control Median B and Traffic Control Median C

Traffic Control Median A and Traffic Control Median B and Traffic Control Median C shall be limited to use for traffic medians, utilities, open space, landscaping, provided however, within Traffic Control Median A, a monument sign identifying the subdivision may be included if approved by the Broken Arrow Planning Commission pursuant to landscape plan review.

C. Minimum Yards, Setbacks and Building Height

1. Front and Street Setback. No building shall be erected or maintained nearer to a street than the building setback lines as depicted on the accompanying plat.

2. Side Yard. Each lot shall maintain side yards which in the aggregate are not less than 15 feet in width, and no side yard shall be less than 5 feet in width.

3. Rear Yard. Each lot shall maintain a rear yard of at least 20 feet; provided, however, that customary accessory structures may not be located in the required rear yard except as approved by the Forest Ridge Homeowners Association New Construction Committee or Forest Ridge Homeowners Association Modification Committee.

4. Easement Setbacks. No Building, whether principal or accessory, swimming pool, pool equipment or pool decking, shall encroach upon any utility easement as depicted on the accompanying plat.

5. Building Height. No building shall be constructed on any lot which exceeds a height of more than two and one half (2 1/2) stories as approved by the New Construction Committee or Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

D. Floor Area of Dwellings

1. Living Area. A dwelling shall have at least 3,000 square feet of finished heated living area. A dwelling having more than one story shall have at least 2,000 square feet of finished heated living area on the first story and 1,000 square feet of finished heated living area on the second story.

2. Computation of Living Area. The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least 7 feet 6 inches in height, except that in the computation of second or upper story living area, the height shall be 7 feet 6 inches or at least one-half of the required living area, and any area of less than 5 feet in height shall be excluded.

E. Garage

Each dwelling shall have a garage for at least two automobiles. Garages may be attached or detached, subject to the approval of the New Construction Committee or Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

F. Landscaping

1. A landscape plan showing proposed front yard plantings in an amount not less than $1,500.00, not including sod cost, (based on average nursery planting prices in 2001) dollars shall be submitted to the New Construction Committee for approval and shall be installed prior to completion of the home. All plans shall contain a minimum of two 2" trees in the front yard. Underground-service pedestals located in the front of homes shall have a minimum of three (3) one-gallon "Maiden Grass" shrubs installed around each one. The New Construction Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design elements which may be placed in the public view by any lot owner and determined in the discretion of the New Construction Committee to be incompatible with the overall landscape design theme of LOCHMERE II AT FOREST RIDGE.

2. The use of artificial or manmade plant material is prohibited. Ornamental landscape design elements located within the public view are prohibited other than one ornamental bench located upon the lot by the front porch and seasonal and holiday decorations and seasonally displayed. The New Construction Committee or the Modifications Committee may permit other types of ornamental landscape design elements upon approval.

3. All planting shall be completed prior to occupancy, unless approved by New Construction Committee. Plans shall include proposed fencing, walls, and City required sidewalks.

G. Building Material Requirements

1. Exterior Walls. At least 66% of the total siding area of the exterior walls of the dwelling erected on any lot shall be brick, stone, or stucco; provided however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls.

2. Foundations. All foundations of the dwellings erected on any lot shall be veneered with brick, stone or stucco. No exposed foundations will be allowed.

3. Windows. Exterior windows shall be a minimum of vinyl, painted or anodized colored aluminum "Diamond" brand window as manufactured by Public Supply Manufacturing Company, or equal. No mill finish aluminum will be accepted.

4. Fireplace. Fireplaces located on any perimeter wall of the dwelling shall be of masonry veneer construction. Fireplaces on any perimeter wall of the dwelling whose chimney penetrates the roof structure, shall be of masonry veneer construction up to the point where it meets the underside of the roof. Above the roof, the chimney may be of stucco or approved siding material.

5. Roofing. The roof covering of the dwelling erected on any lot shall be architectural grade composition shingle, in gray or "Weathered Wood" color.

6. Waiver. The New Construction Committee or Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge may waive, in the particular instance, the building material requirements set out in Paragraphs 1, 2, 3, 4, and 5 of this Subsection G.

H. Commercial Structures

No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot, except as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

I. Existing Dwellings

No existing erected dwelling may be moved onto or placed on any lot. Mobile or modular homes are strictly prohibited.

J. Antennas

No external radio, television or other antennas, of any kind or nature (including, but not limited to "satellite dishes") or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed, or maintained upon unenclosed portions of any lot except satellite dishes 20 inches in diameter or less as approved by Forest Ridge Homeowners Association New Construction Committee or Forest Ridge Homeowners Association Modification Committee.

K. Vehicle Storage and Parking

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No boats, trailers, buses, motor homes, campers, or other vehicles shall be parked or stored in or upon any part of LOCHMERE II AT FOREST RIDGE (including common areas) except within an enclosed garage. No vehicle shall be repaired or rebuilt anywhere in LOCHMERE II AT FOREST RIDGE including on any lot or upon the streets of LOCHMERE II AT FOREST RIDGE. No vehicle shall be parked on the streets in LOCHMERE II AT FOREST RIDGE on a regular basis or for more than a twenty-four (24) hour period except in such parking areas as may be designated by the Forest Ridge Homeowners Association, Inc., The Forest Ridge Homeowners Association, Inc. may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner consistent with law.

L. Driveway and Walks

All driveways and walks between the street and garage shall be constructed of concrete or masonry. River gravel exposed aggregate concrete may be used for walks when compatible with the design of the residence, subject to the approval of the New Construction Committee or Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

M. Pedestrian Jogging Trails and Parks

For the common use and benefit of the Forest Ridge Homeowners Association, Inc., the Owner/Developer may develop certain pedestrian jogging trails and parks for subsequent conveyance to the Forest Ridge Homeowners Association, Inc. All motorized recreational vehicles are strictly prohibited upon the trails and within the parks. The maintenance of fencing, bridges, trails, landscaping, or other improvements erected along the trails or within any park, by the Owner/Developer incidental to the development of the subdivision or erected by the Forest Ridge Homeowners Association, Inc., shall be the obligation of the Forest Ridge Homeowners Association, Inc.

SECTION IV. RESERVATIONS

A. Reservation of Mineral Rights

The undersigned, THE ROBSON COMPANIES, INC., hereby reserves unto itself, its successors and assigns, any and all interest in and to oil, gas and other minerals therein and thereunder and all rights, interests and estates and whatsoever nature instant thereto or arising therefrom.

B. Reservation of Water Rights

The undersigned, THE ROBSON COMPANIES, INC., hereby reserves unto itself, its successors and assigns all water and all water rights therein or thereunder, and all rights, interests and estates of whatsoever nature instant thereto or arising therefrom, including the water standing on the land, flowing over or under its surface (whether or not forming a definite stream), water running in a definite stream, formed by nature, over, under the surface and all ground water, and the right to control the damming up or otherwise using the bed of a stream for the collection or storage of water.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns, and all parties claiming under them, and otherwise, shall be enforceable as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, including, without limitation, specifically Article XII thereof.

B. Duration

These restrictions shall remain in full force and effect until amended and terminated pursuant to procedures as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 25, 1990, and recorded October 25, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma. If any of the options, privileges, covenants or rights created by this Certificate of Dedication, Restrictions and Covenants for "LOCHMERE II AT FOREST RIDGE" shall be unlawful, void or voidable for violations of the rule against perpetuities then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of Bruce A. Robson.

C. Amendment or Termination

The covenants contained herein, may be amended or terminated, in whole or in part, in accordance with the guidelines set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686, and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, including without limitation, Article XIII thereof.

D. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE ROBSON COMPANIES, INC., an Oklahoma corporation has executed this instrument this 24th day of August, 2001.

THE ROBSON COMPANIES, INC.
an Oklahoma corporation
John J. Robson, President

ATTEST: (CORPORATE SEAL)
J. Douglas Shaul,
Assistant Corporate Secretary

STATE OF OKLAHOMA )
)s.s.
COUNTY OF WAGONER )

Before me, the undersigned, a notary public in and for said County and State, on this 24th day of August 2001 personally appeared John J. Robson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal, the day and year last written above.

Notary Public
My commission expires 12/10/2002

CERTIFICATE OF SURVEY

I, Jerry W. Ledford, of Tulsa Engineering & Planning Associates, Inc., a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "LOCHMERE II AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 22nd day of August, 2001.

Jerry W. Ledford
Registered Professional Land Surveyor

REGISTERED LAND SURVEYOR
JERRY WAYNE LEDFORD
LS. 1253
OKLAHOMA

STATE OF OKLAHOMA )
)s.s.
COUNTY OF TULSA )

Before me the undersigned, a notary public in and for said county and state, on this 22nd day of August,